



THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located throughout Idaho

Various, ID 83701

Various State Agencies

Statewide Blanket Purchase Order
Contract Renewal - 02

Statewide Blanket Purchase
Order
SBPO1230 - 02

DELIVER

TO: Various State Agencies
Located throughout Idaho

Various, ID 83701

Date: Mon Jun 26, 2006
F.O.B: Destination
Terms:

VENDOR:

STERLING BATTERY
PO BOX 4947
BOISE, ID 83711-4947
Attn: Primary Customer Contact
Vendor Nbr: 1023
Emailed To: STERBAT1@AOL.COM
Phone: 800 876-1722
Fax: 208 377-9824
Account Number: P00000023459

Start of Service Fri Sep 22, 2006
Date
End of Service Fri Sep 21, 2007
Date
RFQ#: ITB01796
DOC#: PREQ6665

File(s) Attached:

- ☐ 03VehBattCntret.xls
- ☐ 03STWVehBattsCtr.doc

Buyer: [State Purchasing CC](#) 208-327-7465

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		40000.00
	Total:			40000.00
	<p>NOTICE OF CONTRACT SBPO 1230-01 RENEWAL This Contract Renewal and the provisions hereof are hereby attached to and made part of State of Idaho contract number SBPO1230-01 dated Sep 03, 2003, ("Contract") for Vehicle Batteries for the State of Idaho between Sterling Battery as "Contractor" and the State of Idaho as "State". Contractor and State hereby agree as follows: All the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this RENEWAL is Sept 22, 2006.</p> <p>This Contract is renewed for ONE (1) YEAR commencing Sept 22, 2006 and expiring Sept 21, 2007. The same terms conditions and prices prevail for the renewal period.</p> <p>Contract for Vehicle Type Lead/Acid Batteries for various state of Idaho agencies, institutions, and departments. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.</p> <p>Contract Title: Vehicle Batteries for the State of Idaho Delivery Areas: A, B & C</p>			

Blanket Comments:	<p>NOTE: Delivery locations outside of fifty (50) one-way highway miles of Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello and Idaho Falls are exempt from this contract.</p> <p>Contract Usage Type: Mandatory Use</p> <p>Contract Administration: Mark Little, Purchasing Manager Phone: 208-332-1611 E-Mail: mark.little@adm.idaho.gov FAX: 208-327-7320</p> <p>Contractor's Primary Contact Traci Sterling 4479 Chinden Blvd. Boise, ID 83714 Phone: 208-376-1721, 800-876-1722 Fax: 208-377-9824 E-Mail: sterbat1@aol.com</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p> <p>Minimum Order Quantity: One (1) Battery Minimum Dollar Amount: Price of battery. Standard Delivery Time: Within three (3) working Days ARO (After Receipt of Order)</p>				
	Item No	Description	Quantity UOM	Unit Price	EXTENSION
	001	Vehicle Batteries, Storage Batteries (Including Electrolyte) (060-12) (nt)	1 YEAR	40000.00	40000.00
		Instr: Quantities give are estimates only and are not guarantees. Actual quantites are unknown; no minimum order quantity is guaranteed.			
	General Comments:	<p>QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.</p> <p>Order Placement Address: Sterling Batteries PO Box 4947 Boise, ID 83711-4947</p> <p>Phone: (208)376-1721, (800)876-1722 FAX: 208-377-9824</p> <p>Payment Address: SAME AS ABOVE</p> <p>THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.</p> <p>In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. This Statewide Blanket Purchase Order document 2. The state of Idaho's original solicitation document 3. The Contractor's signed bid, quotation, or offer <p>Contract Items: Vehicle Batteries Contract Pricing: Per attached Price Schedule</p>			

	INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY	
Instructions: Freight / Handling Included in Price		
	By: MARK LITTLE	

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po001Display

CONTRACT FOR NEW LEAD ACID TYPE VEHICLE BATTERIES

SPECIAL CONTRACT TERMS AND CONDITIONS

Contact for storage batteries for starting, ignition, and lighting service on passenger automobiles, commercial vehicles, off-road, and stationary equipment. Contract for a two (2) year period of time commencing September 22, 2003 or date of award and expiring September 21, 2005 with an option to renew, upon mutual agreement of both parties, for an additional one (1) year period of time. A total of two (2) consecutive one-year renewals are possible. State Agencies will obtain all vehicle type replacement batteries from this contract (See exemptions, below).

SURPLUS INVENTORIES: The State of Idaho will not be obligated to purchase any of the Contractor's surplus inventories resulting from the expiration of the contract or termination of the contract by the State.

TRANSITION PERIOD: In the event a replacement contract is not established before expiration of this contract or upon termination by the State, it is the responsibility of the Contractor to continue the contract under the same terms and conditions until a new contract is in place. At no time shall this transition period be more than ninety (90) days beyond the expiration date of the original contract (including any applicable contract extensions).

EXCEPTIONS TO USE:

The State reserves the right to purchase product elsewhere on an emergency basis or where any delivery requirements are burdensome or restrictive.

Agency locations in excess of 50 one-way highway miles from any of the major Idaho cities are exempt (See Delivery Requirements on Page # 2, below).

Use of the contract by public agencies (cities, counties, school districts, irrigation districts, etc.) will be subject to mutual agreement of both parties (see Public Agency Clause).

ADMINISTRATIVE FEE: The prices to be paid by State of Idaho State Agencies (including Political Subdivisions within the State of Idaho) shall be the prices bid by the Contractor plus one and one-quarter percent (1.25%). The additional percentage shall represent the State's contract usage administrative fee. The Contractor shall remit on a quarterly basis to the State, through its' Division of Purchasing, an amount equal to the one and one-quarter percent (1.25%) of the Contractor's contract agreement net (sales minus credits) quarterly sales. Checks will be payable to: Treasurer, State of Idaho, and sent to the Division of Purchasing. Checks shall be received promptly, within thirty (30) days following the end of the quarter.

QUARTERLY REPORTS: Every three (3) months the Contractor will furnish quarterly reports to the Division of Purchasing. These reports will include, for each account number, a listing of all items purchased during the quarter. The reports are to show, as a minimum, the Item # and description, the unit list prices, unit net prices after discount, and the total dollar amount. The Contractor's quarterly report shall include the names and addresses of the accounts corresponding to the account numbers. The Contractor will provide the reports promptly, within thirty (30) days following the end of the quarter. Contractor is required to establish and maintain a relational database or other sales tracking system from which to produce regular (quarterly) reports to the State. Electronic reports in Excel or Text format are encouraged.

CONTRACTOR SUPPLIED LITERATURE: If requested by an ordering Agency, the Contractor will furnish sufficient copies of the following literature:

1. An up-to-date battery replacement data book showing the proper replacement battery for the major American-made passenger automobiles, light trucks and commercial vehicles.
2. A Retail Price List
3. A Manufacturer's Specifications List.

WAREHOUSE LOCATIONS: Contractor must maintain a supply of batteries adequate to meet the needs of the State of Idaho and must maintain a stocking warehouse within fifty (50) miles of a major Idaho city within each Area of the State (see attached State Area Map).

DELIVERY REQUIREMENTS: Contractor must deliver one (1) or more batteries with acid included to any State Agency at any Area location as needed. Delivery must be within three (3) working days ARO (After Receipt of Order). NOTE: Delivery locations outside of fifty (50) one-way highway miles from any of the following major Idaho cities are exempt from this contract: Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello and Idaho Falls.

INVOICING: The contractor is to send all invoices to the Agency / Department shown in the "Mail Invoice To" block on the purchase order. Contract / Purchase Order numbers are to be shown on all invoices. In no case are invoices to be sent to the Division of Purchasing. Agencies may, for items received and accepted, make partial payment on a purchase order.

RECORDS MAINTENANCE: The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor for the costs authorized by this Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

AUDIT RIGHTS: The Contractor agrees to allow State and Federal auditors and State agency staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

PAYMENTS – PURCHASING CARD: State of Idaho state agencies may make payments for purchases under this Contract using the State of Idaho's MasterCard Purchasing Card (Pcard). The Contractor agrees to accept Pcard payments without any additions or surcharges.

BATTERY DISPOSAL: Contractor will be required to pick up and dispose of salvage lead acid batteries at an EPA approved facility at no additional cost to the State of Idaho. The contractor will be required to show proof they have a current Form OMB No. 2125-0074.

House Bill No. 122, Chapter 70, Section 39-7003
Sale of Lead Acid Batteries

The seller is required by law to accept used lead acid batteries. When any new lead acid battery is purchased, an additional fee of five dollars (\$5.00) will be charged unless a used battery is returned for refund within thirty (30) days. This does not apply to State Agencies as long as a core (used battery) is turned over to the contractor at the time of purchase. State Agencies are exempted from paying the five dollars (\$5.00), but all other Public Agencies that use this contract must pay the five dollars (\$5.00).

ADDITIONAL CONTRACT REQUIREMENTS

1. ALL WET BATTERIES MUST BE FACTORY CHARGED.
2. **MATERIALS:**

Battery: Storage batteries shall meet the requirements of current BCI (Battery Council International) Group Numbers and SAE Numbers (Society of Automotive Engineers) specifications and ratings.

Electrolyte: Electrolyte shall meet the requirements of Section 1.6 of the BCI, Battery Materials Specifications. Electrolyte specific gravity shall be 1.265 @ 0° F.

Electrical Performance: Storage batteries shall meet the electrical performance requirements of the BCI (Battery Council International), Group Numbers and specifications when tested in accordance with the provisions of these specifications.

Manufacturer's Quality Control Program: The storage battery manufacturer shall have established, prior to the bid opening date, a formal written quality control program for the sampling, inspection, testing, and documentation of the quality of raw materials, production, sub-assemblies and completed units. This program shall be available for review by an authorized representative of the State, during the period of bid evaluation, or during the contract period.

3. QUALITY ASSURANCE PROVISIONS: Production Sampling Criteria: The State may perform selected inspections and tests to verify that deliveries of storage batteries or electrolyte made against the contract referencing these specifications meet the requirements of these specifications. For the purpose of this section, a delivery lot is defined as one delivery of one BCI Group Number to one agency location at one time. Deliveries may be randomly selected for sampling. FAILURE OF A DELIVERY LOT TO MEET THE QUALITY LEVEL WILL RESULT IN REJECTION OF THE LOT.

Production Sample Inspection: The State may perform selected inspection and tests as required to verify that deliveries of storage batteries or electrolyte made against the contract referencing these specifications meet the requirements of these specifications.

4. PREPARATION FOR DELIVERY:

Storage Batteries: (Except those installed in a vehicle at a contractor location) shall be prepared for shipment to permit acceptance by the carrier, meeting ICC regulations affording maximum protection from normal hazards of transportation. Cartons shall bear a Certificate of Box Maker. The gross weight of the carton shall not exceed minimum gross weight indicated by the certificate.

Marking: Individual storage batteries shall be marked by embossing or casting in the case and/or the permanent attachment of an acid resistant machine imprinted label, with the BCI Group Number of SAE identification number, the manufacturer's date code, the manufacturer or distributor name, and the manufacturer's or distributor's part or catalog number. Individual storage battery cartons, where required by the ICC regulations, shall be legibly, machine imprinted, on the outside, with the same required information.

Date Code: Batteries procured or purchased by the State of Idaho shall be labeled with a date code of no more than 180 days beyond the manufacturer's date code on that battery. Batteries procured by the State of Idaho shall be rotated when the open circuit voltage reaches 12.4 volts.

5. CONTRACT COMPLIANCE: In the event storage batteries delivered to the State of Idaho are determined to be non-compliant with these specifications, the supplier shall replace the non-compliant lot with one meeting specifications and pay all reasonable costs incurred by the State of Idaho in the performance of the inspection and testing. Failure of three (3) delivery lots during the contract period shall be a default or breach of the contract and may result in the State revoking the contract. Delivery of storage batteries materially differing in design, construction, or types of material from the bid samples without the prior written notice and approval in writing from the Administrator of the Division of Purchasing or his authorized agent, shall be a default of the contract and may result in the State revoking the contract.
6. REPLACEMENT WARRANTY: The following minimum warranty provisions shall apply to all storage batteries procured against this specification:

These warranty periods and provisions shall take precedence over any pre-printed or other contractor supplied warranties. The total warranty period for all batteries will be for a period of 36 months, except motive power, golf cart and garden tractor type batteries shall be warranted for 12 months.

Storage batteries shall be unconditionally warranted against defects in materials and workmanship for a period of twelve (12) months commencing on the date of delivery to the State at no additional cost to the state. Warranty replacement batteries shall be provided on a pro-rated adjustment basis for the remainder of the warranty period.

The monthly pro-rata adjustment amount will be based upon dividing the State's battery cost by the number of months in the warranty period. Following the initial 12 months, the credit against the purchase of a warranty replacement battery shall be the monthly pro-rata adjustment times the number of months remaining in the warranty.

7. AVAILABILITY OF ADDITIONAL ITEMS: The attached schedule of items represents the majority of items the State expects to purchase through use of the contract. Additional similar types of vehicle batteries available from the Contractor but not listed here may be requested by the ordering agencies. Prices for these additional batteries are to be discounted from manufacturer's published suggested list prices using same percentage reduction as for nearest comparable similar items in the attached list.

BATTERIES (LEAD/ACID)

					AREA "A"	AREA "B"	AREA "C"
Group & Item No.	B.C.I. Group Size	Reserve Capacity Minutes 25 Amps @ 80 F	Cranking Performance CCA @ 0 F	Manufacturer's Part #	Area A Contract Price	Area B Contract Price	Area C Contract Price

A - 12 VOLT PASSENGER CAR & LIGHT COMMERCIAL

Mfg.: Ramcar; Exide (Item # 9); Global & Yuasa (Item # 11)

Brand: Sterling

MINIMUM Required Value

1	24	90	520	24-60 (Ramcar)	\$23.54		\$23.54		\$23.54
2	24F	90	520	24F-60 (Ramcar)	\$23.54		\$23.54		\$23.54
3	26	80	450	26-60 (Ramcar)	\$22.22		\$22.22		\$22.22
4	27	125	620	27-60 (Ramcar)	\$32.35		\$32.35		\$32.35
5	27F	125	620	27F-60 (Ramcar)	\$32.35		\$32.35		\$32.35
6	34	110	650	34-60 (Ramcar)	\$31.34		\$31.34		\$31.34
7	34/78	120	800	34-HDT (Ramcar)	\$34.37		\$34.37		\$34.37
8	35	80	520	35-60 (Ramcar)	\$27.29		\$27.29		\$27.29
9	58	80	540	58-60 (Exide)	\$26.27		\$26.27		\$26.27
10	64	110	585	64-70 (Ramcar)	\$34.63		\$34.63		\$34.63
11	65	120	650	65-60 (G&Y)	\$31.34		\$31.34		\$31.34
12	75	90	600	75-60 (Ramcar)	\$28.30		\$28.30		\$28.30
13	78	110	650	78-60 (Ramcar)	\$31.34		\$31.34		\$31.34

Group F, additional price for installation, if desired: \$45/Hour

\$45/Hour

\$45/Hour

B - 12 - VOLT HEAVY DUTY / LIGHT TRUCK AND VAN

Manufacturer: Global & Yuasa

Brand: Sterling

14	24	140	700	24-LTV (G&Y)	\$28.30		\$28.30		\$28.30
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15	27	160	730	27-LTV (G&Y)	\$33.36		\$33.36		\$33.36
16	65	140	800	65-70 (G&Y)	\$35.39		\$35.39		\$35.39
17	74	127	780	78-LTV (G&Y)	\$33.36		\$33.36		\$33.36

Group F, additional price for installation, if desired: \$45/Hour \$45/Hour \$45/Hour

				AREA "A"	AREA "B"	AREA "C"		
Group & Item No.	B.C.I. Group Size	Reserve Capacity Minutes 25 Amps @ 80 F	Cranking Performance CCA @ 0 F	Bidder to complete Type, Reserve/CCA & Price for AREA being bid.				
				Manufacturer's Part #		Area A Unit Price	Area B Unit Price	Area C Unit Price

C - 12 - VOLT HEAVY-DUTY FARM & COMMERCIAL **Manufacturer:** See Items # 18 thru 22 Mfg's #
Brand: Sterling

18	4D	270	850	4D-1000 (G&Y)	\$62.72		\$62.72		\$62.72
19	8D	430	1200	8D-1300 (G&Y)	\$87.02		\$87.02		\$87.02
20	30H	150	700	30H-1000 (Ramcar)	\$35.39		\$35.39		\$35.39
21	31	150	700	C31-700 (Ramcar)	\$37.41		\$37.41		\$37.41
22	31	200	930	C31-950 (G&Y)	\$39.44		\$39.44		\$39.44

Group F, additional price for installation, if desired: \$45/Hour \$45/Hour \$45/Hour

D - 6 - VOLT HEAVY-DUTY FARM & COMMERCIAL **Manufacturer:** Ramcar & Exide
6 - VOLT Light-Duty COMMERCIAL **Brand:** Sterling

23	4	390	900	4-1200 (Ramcar)	\$20.25		\$20.25		\$20.25
24	7D	450	1025	7D-208 (Ramcar)	\$20.25		\$20.25		\$20.25
25	1	150	625	1-117 (Exide)	\$20.25		\$20.25		\$20.25

Group F, additional price for installation, if desired: \$45/Hour \$45/Hour \$45/Hour

E - 12 - VOLT SPECIAL TRACTOR BATTERIES**Manufacturer:** Exide
Brand: Sterling

26	4DLT	250	810	4DLT-128 (Exide)	\$47.59		\$47.59		\$47.59
27	17TF	120	510	17TF-80 (Exide)	\$20.25		\$20.25		\$20.25

Group F, additional price for installation, if desired: \$45/Hour \$45/Hour \$45/Hour**F - 6 - VOLT GOLF / UTILITY BATTERIES / DEEP CYCLE****Mfg.:** Item # 28 Ramcar/Item # 29 Global & Yuasa
Brand: Sterling

28	GC2	110@75		GC110 (Ramcar)	\$42.47		\$42.47		\$42.47
29	RV-24	135	500	24RV-90 (G&Y)	\$29.31		\$29.31		\$29.31

Group F, additional price for installation, if desired: \$45/Hour \$45/Hour \$45/Hour

				AREA "A"		AREA "B"		AREA "C"	
Group & Item No.	B.C.I. Group Size	Reserve Capacity Minutes 25 Amps @ 80 F	Cranking Performance CCA @ 0 F	Bidder to complete Type, Reserve/CCA & Price for AREA being bid.					
				** Mfg's or Contractor Part #		Area A Unit Price		Area B Unit Price	

G - MARINE STARTING**Mfg.:** Ramcar
Brand: Sterling

30	24M	75	520	24M-750 (Ramcar)	\$27.29		\$27.29		\$27.29
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Group F, additional price for installation, if desired: \$45/Hour \$45/Hour \$45/Hour**H - 12 - VOLT GENERAL UTILITY BATTERIES / DEEP CYC****Mfg.:** Global & Yuasa
Brand: Sterling

31	U1	20	190	SMFU1-230 (G&Y)	\$15.19		\$15.19		\$15.19
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Group F, additional price for installation, if desired:

[\\$45/Hour](#)

[\\$45/Hour](#)

[\\$45/Hour](#)

Vendor (Contractor):
Sterling Batteries
PO Box 4947
Boise, ID 83711-4947

(Street Address)
Sterling Batteries
4479 Chinden Blvd.
Boise, ID 83714

Telephone: 208-376-1721
Facsimile: 208-377-9824
E-Mail: sterbat1@aol.com

Contact Name Traci Sterling

NOTE: Installation charges will be pro-rated for actual time required

AREA A
Warehouse Locations: LEWISTON

AREA B
BOISE

AREA C
POCATELLO

03VehBattCntrct.xls
9/22/2003 thru 9/21/05